

Before the
N.H. Occupational Therapy Governing Board
Office of Allied Health Professionals
Concord, New Hampshire 03301

In the Matter of:
Janet E. Wright, OT

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of occupational therapy, the New Hampshire Board of Occupational Therapy ("the Board") and Janet E. Wright, OT ("the Respondent") agree to settle certain alleged professional misconduct allegations now pending before the Board in accordance with the following terms and conditions:

1. The Board has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by occupational therapists who are its licensees pursuant to RSA 328-F:23, I and RSA 328-F:24. The Board may dispose of any such allegations by settlement and without commencing or completing a disciplinary hearing pursuant to RSA 328-F:24, VI and Ahp 214.01.
2. The Board first granted Respondent a license to practice occupational therapy in the State of New Hampshire on September 10, 1997. Respondent holds license number 1105.
3. On June 20, 2011, the Board received a complaint against Respondent filed by three former employees ("Complainants or LT, LM, CV") of Kidz Play Pediatric Therapy and Wellness Center ("Kidz Play") in Londonderry, NH. Kidz Play was owned by Respondent, but it is no longer in business. The complaint alleges that Respondent violated numerous ethical standards.

4. Respondent neither admits nor denies the alleged conduct, but stipulates that if a disciplinary hearing were to take place, Hearing Counsel may present evidence upon which the Board may conclude that Respondent engaged in professional misconduct, in violation of RSA 328-F:23, II(c)¹, (e) and (j) and Occ 408.05, by the following:

- A. While Kidz Play was experiencing cash flow issues, Respondent, as the owner of Kidz Play, bounced three (3) paychecks for the Complainants and did not pay them for a period of time.
- B. The Complainants filed wage claims with the New Hampshire Department of Labor. LM withdrew her wage claim after she was ultimately paid by Kidz Play, and CV and LT prevailed in their claims and received payment.
- C. Respondent asked office personnel to remove patients from the schedule. At the direction of Respondent, and following notification, patients were removed from services if they had multiple no-shows or their insurance company denied payment and a substantial bill was accumulated.
- D. Parents of children receiving treatment signed agreements informing them that changes in treatment could occur. However, on some occasions, Respondent would not inform parents of the reason(s) why their children were switched to new therapists. On one occasion, a mother was not told why her son's therapist, LT, was no longer assigned to her son.
- E. Respondent did not properly document or retain treatment and progress notes for at least some of her clients. At times, when LT would ask

¹ Specifically, Principles 1C, 3A, and 5A and E of the Occupational Therapy Code of Ethics (2000) adopted by the Board pursuant to Occ 502.01.

Respondent for notes and documentation, Respondent would only give verbal information, making it difficult for LT to chart progress.

5. The Board finds that such conduct described above would constitute a violation RSA 328-F:23, II(c)², (e) and (j) and Occ 408.05.
6. Respondent acknowledges that the conduct described in paragraph 4 (A)–(E) could constitute grounds for the Board to impose disciplinary sanctions against Respondent's license to practice as an occupational therapist in the State of New Hampshire.
7. Respondent consents to the following disciplinary action by the Board pursuant to RSA 328-F:23, IV:
 - A. Respondent is hereby REPRIMANDED.
 - B. Respondent shall complete the ProBE Ethics Program by December 31, 2014 at her own expense. Respondent shall furnish a certificate of completion, or a similar document, to the Board within thirty days of the completion of the ProBE Ethics Program.
 - C. Respondent shall read the New Hampshire statutes, administrative rules (including the Allied Health Professional statutes and rules) and ethical guidelines governing the practice of Occupational Therapy within thirty (30) days of the effective date of this agreement, as defined further below. Upon completion of this requirement, Respondent shall sign a statement provided by the Board, stating that she has read, understands and will abide

² Specifically, Principles 1C, 3A, and 5A and E of the Occupational Therapy Code of Ethics (2000) adopted by the Board pursuant to Occ 502.01.

by the New Hampshire statutes, administrative rules (including the Allied Health Professional statutes and rules) and ethical guidelines governing the practice of Occupational Therapy;

- D. Within ten (10) days of the effective date of this agreement, as defined further below, Respondent shall furnish a copy of this Settlement Agreement to any current employer for whom Respondent performs services as an occupational therapist or work which requires specialized training in occupational therapy or an occupational therapy license, or which directly or indirectly involves patient care and to any agency or authority which licenses, certifies or credentials occupational therapists with which Respondent is presently affiliated.
- E. For a continuing period of one (1) year from the effective date of this agreement, Respondent shall furnish a copy of this Settlement Agreement to any employer to which Respondent may apply for work as an occupational therapist or for work in any capacity which requires occupational therapy training, or license or directly or indirectly involves patient care and to any agency or authority that licenses, certifies or credentials occupational therapists to which Respondent may apply for any such professional privileges or recognition.

8. Respondent's breach of any terms or conditions of this Settlement Agreement shall constitute unprofessional conduct and a separate and sufficient basis for further disciplinary action.

9. Except as provided herein, this Settlement Agreement shall bar the commencement of further disciplinary action by the Board based upon the misconduct described above. However, the Board may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future. Additionally, the Board may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future. Any future discipline by the Board could include license suspension or revocation.

10. This Settlement Agreement shall become a permanent part of Respondent's file, which is maintained by the Board as a public document.

11. Respondent voluntarily enters into and signs this Settlement Agreement and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.

12. The Board agrees that in return for Respondent executing this agreement, the Board will not proceed with the formal adjudicatory process based upon the facts described herein.

13. Respondent understands that her action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.

14. Respondent has had the opportunity to seek and obtain the advice of an attorney of her choosing in connection with her decision to enter into this agreement.

15. Respondent understands that the Board must review and accept the terms of this agreement. If the Board rejects any portion, the entire agreement shall be null and void. Respondent specifically waives any claim that any disclosures made to the Board for

its review of this agreement, and any guidance or explanations provided to the parties by the Board resulting from that review, has prejudiced his right to a fair and impartial hearing, in the event this agreement is not accepted by the Board and no other agreement is presented to the Board thereafter.

16. Respondent is not under the influence of any drugs or alcohol at the time she signs this agreement.

17. Respondent certifies that she has read this document entitled Settlement Agreement. Respondent understands that she has the right to a formal adjudicatory hearing concerning the matters stated herein and that at said hearing she would possess the rights to confront and cross examine witnesses, to call witnesses, to present evidence, to testify on her own behalf, to contest the allegations to present oral argument and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this agreement she waives these rights as they pertain to the misconduct described herein.

18. This Settlement Agreement shall take effect as an Order of the Board on the date it is signed by an authorized representative of the Board.

FOR THE RESPONDENT

Date: _____

5/30/13



Janet E. Wright, OT
Respondent

This proceeding is hereby terminated in accordance with the binding terms and conditions set forth above.

*New Hampshire Occupational Therapy Governing Board
In the matter of Janet E. Wright, OT
Settlement Agreement*

FOR THE BOARD/*

Date: 6/24/13

Wendi Guillette
(Signature)

Wendi Guillette
(Print or Type Name)
Authorized Representative of the
New Hampshire Occupational
Therapy Governing Board

/* Board Member, recused:

